

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

JQ SOLUTIONS,

Plaintiff,

vs.

MICHAEL DAHIR, et al.,

Defendants.

Case No. 2:11-cv-00101-RLH-PAL

**ORDER**

(Mtn to Stay Order - Dkt. #34)

This matter is before the court on the Plaintiff's Motion to Stay Order (Dkt. #34). Plaintiff points out that the court's Discovery Plan and Scheduling Order ("DPSO") (Dkt. #32), entered March 12, 2012, erroneously states his breach of contract claim was dismissed. At page 2, lines 20-21, the DPSO provides, "the only claim that has not been dismissed is a single count of computer fraud and abuse under 18 U.S.C. § 1030. Plaintiff's breach of contract claim has been dismissed."

The Report of Findings and Recommendation (the "R&R") (Dkt. #5), entered March 16, 2011, recommended that Plaintiff's claim under 18 U.S.C. § 1030 be dismissed, but because Plaintiff invoked the court's diversity jurisdiction and alleged the essential elements of a contract claim arising under Nevada law, the Complaint stated a claim for breach of contract. *See* R&R at 2:25-3:10. In an Order (Dkt. #12) entered June 1, 2011, District Judge Hunt concluded 18 U.S.C. § 1030(g) provides a private right of action, and he rejected that portion of the R&R. *See* Order at 2:18-25, 4:19-20. He affirmed the R&R in "all remaining aspects." *Id.* at 4:21.

Thus, Plaintiff is correct. His breach of contract claim remains pending, as does his claim under 18 U.S.C. § 1030.

Accordingly,

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PEGGY A. LEEN  
UNITED STATES MAGISTRATE JUDGE